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ABSTRACT

This document contains the agreement between the Community College of Beaver County and the Community College of Beaver County Society of the Faculty for the period from September 1, 1972 through August 31, 1974. Contained in the articles of the agreement are sections covering academic freedom, grievance procedures, rights of faculty, use of college facilities, rights of the college, classroom observations, personnel files, renewals, tenure, promotions, leaves of absence, college schedule, teaching load, librarian duties, salaries, fringe benefits, retirement, and tuition reimbursement. (PG)

ED 087331

AGREEMENT

between

COMMUNITY COLLEGE OF BEAVER COUNTY

and

COMMUNITY COLLEGE OF BEAVER COUNTY
SOCIETY OF THE FACULTY
(PSEA/NEA)

September 1, 1972 to August 31, 1974

HE 005 134

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AGREEMENT

THIS AGREEMENT, entered into this 17 day of November, 1972, by and between Community College of Beaver County, Beaver County, Pennsylvania, hereinafter called "College" and Community College of Beaver County Society of the Faculty (PSEA-NEA), hereinafter called "Society", shall be effective from the first day of September, 1972 to the thirty-first day of August, 1974, hereinafter called "Current Contract Term."

DEFINITIONS: For the purpose of this agreement the following definitions shall apply:

A. COLLEGE - the Community College of Beaver County, the public employer.

B. SOCIETY - the Community College of Beaver County Society of the Faculty (PSEA-NEA), the employee organization.

C. FACULTY OR FACULTY MEMBERS - those professional employees included in the bargaining unit set forth in Article I of this agreement.

D. P.L.R.B. - Pennsylvania Labor Relations Board.

E. AGREEMENT - the collective bargaining agreement negotiated between the Society and the College.

F. SPONSORS - the sponsoring school districts who are signators of the Articles of Agreement under which Community College of Beaver County exists.

G. PRESIDENT - the President of Community College of Beaver County.

H. BARGAINING UNIT - employee unit is comprised of faculty, counselors, librarians, co-ordinators and excluding all non-professional employees, supervisors, first-level supervisors and confidential employees as defined in the Act.

I. BOARD - the Board of Trustees of Community College of Beaver County.

Article I

RECOGNITION

The College hereby recognizes the Society as the sole and exclusive bargaining agent for a unit comprised of faculty, counselors, librarians, and co-ordinators as certified by the Pennsylvania Labor Relations Board in Case No. R 1070 W, issued June 11, 1971, with respect of the College's obligations both to negotiate and meet and discuss.

Article II

ACADEMIC FREEDOM

A. A faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.

B. A faculty member is entitled to freedom in the classroom in discussing his subject, but the faculty member should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

C. A faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he is free from institutional censorship or discipline; however, he should at all times attempt to be accurate, exercise appropriate restraint, respect the opinions of others, and state that he is not an institutional spokesman.

Article III

FAIR PRACTICES

The College shall not discriminate against any faculty member or candidate for employment on the basis of race, creed, color, sex, family status, religion, age, national origin, Society membership or activity, or political belief and/or political party.

Article IV

GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

A grievance is hereby defined as:

(a) A written claim by faculty member or members and which is allegedly caused by a misinterpretation or a misapplication of any provision in this agreement, and

(b) That the President, Assistant to the President, Department Chairmen, hereinafter defined as administration, acted in bad faith, or in an arbitrary and capricious manner contrary to the established policy or practice governing or affecting a faculty member.

2. Aggrieved Person

An aggrieved person is the person or persons alleging the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time occur affecting members of the faculty arising from a misinterpretation or misapplication of any provision in this agreement. The parties hereto agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. Under the terms of this Grievance Procedure, time is of the essence. The time limit specified may, however, be extended by mutual agreement.

2. Year-end Grievance

In the event a grievance is filed at such time that it can not be processed by the end of the school year, the time limit set forth herein shall be reduced so that the grievance procedure may be terminated prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A faculty member with a complaint may first discuss it informally with his Department Chairman directly. In the event the faculty

member desires, it may be processed through the Society's designated representative. Department Chairmen shall render a decision within three (3) school days of submission by faculty member.

4. Level Two

If the faculty member is not satisfied at level one, he will file a grievance in writing with the President within five (5) school days after the decision at level one.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the President, he may, within five (5) school days after a decision by the President or fifteen (15) school days after the grievance was delivered to the President, whichever is sooner, request in writing that the Society submit the grievance to arbitration.

(b) If the parties can not voluntarily agree upon the selection of an arbitrator, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one (1) name remains. The College shall strike the first name. The last remaining name on the list shall be the arbitrator.

(c) The arbitrator shall have no authority to alter, change, vary, amend, or modify any term of this agreement. The decision of the arbitrator shall be final and binding upon both parties and any decision of the arbitrator must be within the scope of his authority and confined to the grievance as submitted for his determination. The expense and compensation of the arbitrator shall be borne equally by the College and the faculty member, or if the faculty member is a member of the Society, by the Society. Fees paid to arbitrators shall be based upon a schedule established by the Bureau of Mediation.

D. Miscellaneous

1. Group Grievances

If the grievance affects a group or class of faculty members in the Society, the Society may submit such grievance in writing directly at level two, provided that for the preservation of the the record sequence and the specificity of testimony, one faculty member is designated as grievant of record. The grievance procedure will then proceed as indicated above.

2. Written Decisions

All decisions shall be in writing setting forth the decision and the reasons therefor and shall be transmitted to all parties.

3. Forms

Forms for filing grievances and other necessary documents shall be prepared jointly by the College and the Society and given appropriate distribution.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be held at the College and not conducted in public. Those persons attending shall include the parties as heretofore defined in A of this Article, Definitions.

Article V

RIGHTS OF FACULTY IN SOCIETY

A. Pursuant to the provisions of the Public Employee Relations Act, the College recognizes that it shall be lawful for faculty members to join the Society and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, except as expressly limited by the terms and conditions of this agreement and the provisions of the Public Employee Relations Act, provided all faculty members shall also have the right to refrain from any or all such activities.

B. The College and the Society agree that there shall be no discrimination, coercion, harrassment, or pressure, direct or indirect, against any faculty member who joins or who refuses to join the Society.

Article VI

USE OF COLLEGE FACILITIES

A. The Society shall have the right to use certain school facilities and equipment, including typewriters, duplicating equipment, and selected types of AV equipment at reasonable times, when such equipment isn't otherwise in use. The Society agrees to pay for the reasonable cost of all materials, supplies, and any damage incident to such use. Further, the Society, if called upon, will submit to the Dean of Administration, the names of personnel authorized to handle such equipment.

B. The Society shall be provided with adequate space on assigned bulletin boards in the Faculty Secretaries' offices for Society notices. Copies of all materials posted on such bulletin boards shall be given to the Dean of Instruction and/or Administrative Staff, but no prior approval for posting shall be required.

C. The Society shall have reasonable use of the intra-school mail facilities and College mail boxes as it deems necessary, however, College materials and administrative reports shall be given priority in the event of conflict in deliveries.

D. The Society shall have the right to use an institutional room at the College for its meetings from 12:30 P.M. to 2:00 P.M. each Thursday of the academic year. No classes will be scheduled during these times. No charge shall be made for Society use of this room for Society business. Faculty who are employees of

the College and members of the Society or representatives of the PSEA-NEA staff shall be permitted to transact official Society business on College property during the working day provided that these transactions shall not interfere with or interrupt normal institutional operations or faculty responsibilities.

Article VII

BOARD AGENDA

A. A Society representative shall be entitled to appear on the agenda of Board meetings in a listing separate from all other listings. Board may place a reasonable time limit on appearances by the Society.

Article VIII

RIGHTS OF THE COLLEGE

A. The College on behalf of itself and the sponsoring school districts, does hereby retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the statutes of the Commonwealth of Pennsylvania, the Articles of Agreement with the sponsoring school districts, and Constitution and By-laws of the College. The exercise of these inherent managerial rights, powers, authorities, duties and responsibilities by the College in the adoption of such rules, regulations, and policies as deemed necessary shall be consistent with the terms of this agreement where applicable.

B. The College, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of faculty and the right to plan, direct and control the operation of all facilities and property of the College, except as modified by this agreement.

C. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the College in the past.

Article IX

APPOINTMENTS

In the event the President approves the filling of an opening within a department or program area a candidate, who may be secured from any source, may be recommended by the department or the program faculty or the department chairman. The name of the candidate(s) recommended by the department or program faculty shall be submitted to the President or his designee together with the recommendation of the department chairman and the President's decision shall be final.

In the event a recommended candidate(s) is rejected by the President, the process will be repeated until an acceptable candidate is found.

Article X

SPECIAL TERM APPOINTMENTS

Special term appointments shall be given to faculty personnel for a specific period of time not to exceed one (1) year. Included in this category are faculty employed as:

1. Short-term substitutes for full-time faculty members.
2. On a part-time irregular basis.
3. A continuing education program.
4. Special program instructors funded by special program grants.

Special term employees shall hold the rank of lecturer. The terms and conditions of this agreement do not apply to those employed under special term appointments. They shall receive a written contract setting forth the terms and conditions of their employment. For part-time irregular employees this contract shall not include a work load which exceeds six (6) credit hours per semester, except in the nursing and industrial mechanics departments which shall not exceed nine (9) credit hours per semester, at a rate of $175 per credit hour for 1972-1973 and $200 per credit hour for 1973-1974.

Article XI

CLASSROOM OBSERVATIONS

A. Classroom observations of teaching faculty by College administrator(s), (normally the department chairmen), shall be conducted for the purpose of evaluating faculty teaching

effectiveness and to assist in the improvement of teaching skills in accordance with the following procedure:

(a) Observations shall be for the full instruction period, or for at least one class hour.

(b) A written report of the observation shall be delivered to the faculty member within five (5) working days. This report shall give an account of commendation and deficiencies and shall include specific recommendations for improvement.

(c) A meeting to discuss the report may, at the request of the faculty member, be scheduled by the College administrator with the faculty member observed within ten (10) working days after delivery of the above mentioned report. The faculty member may request a second visitation to be conducted prior to the end of the academic year.

(d) The faculty member shall have the right to submit a written response to the report within ten (10) working days after the meeting, and have such response become a part of the report.

(e) The faculty member may request that an additional observation be made by a team of his peers who shall submit a report.

(f) Student evaluation may be required by the College or the faculty member and shall be reviewed with the faculty member.

(g) All these reports shall be made part of the faculty member's personnel file, and shall be reviewed by the President or his designated representative.

(h) The administrator doing the observation shall give the faculty member the courtesy of prior notice.

(i) Probationary faculty members shall be observed at least once a semester during the first year and at least once a year thereafter.

Article XII

PERSONNEL FILES

A. The College shall maintain one official file for each faculty member.

B. This file shall contain such materials as:

a signed application form;
transcripts supporting claims to professional training;
documents supporting claims to professional training;
letters or records supporting work experience;
copies of all annual contracts;
all documents relating to annual evaluations;
all documents relating to final resignation or termination;
all records and transcripts supporting the faculty member's claim to continued growth after initial appointment;

information of a positive nature, indicating special competencies, achievements, scholarly research, academic, professional or other contributions;

any statements that the faculty member wishes to have entered in response to or in elaboration of material in his file; and

all letters of intent, all documents, communications and records dealing with the processing of a grievance.

C. The file shall be available for review to the faculty member pursuant to the following procedures:

faculty member will call Dean of Instruction prior to requested use;

confidential items will be removed prior to examination;

file is not to leave the area designated for examination; and

no one other than the faculty member may examine contents of his own file.

Article XIII

RENEWALS AND NON-RENEWALS

A. All faculty members are automatically renewed for the following academic year unless proper non-renewal procedures are followed. Any faculty member who does not intend to return for the following academic year shall so notify the College at the earliest possible time, but not later than March 31 of the then current year.

B. Notices of non-renewals for the next academic year shall be offered no later than the following dates:

(1) First-year faculty members -- March 1.

(2) Second-year faculty members -- December 15.

(3) Faculty members beyond the second year - September 15; provided, however, that if the fourth year is to be a terminal year, notice to that effect must be given no later than May 31 of the third year.

C. This section shall not apply to those faculty members who have special term appointments or who have been given proper notice of a terminal contract.

D. The aforementioned time periods shall be computed only from the most recent date of appointment at the College.

Article XIV

TENURE

A. Tenure shall mean the right of a faculty member to hold his position and not be removed therefrom except for just cause as hereinafter set forth.

B. Effective the 1972-73 academic year a faculty member at the end of the four year probationary period shall either be granted tenure or not be renewed, in accordance with the procedures of Article XIII, Renewals and Non-Renewals. If a decision not to grant tenure is made at the end of the fourth year and the faculty member is so notified by May 31, the contract for the fifth year shall be a terminal contract.

C. Effective the 1973-74 academic year a faculty member at the end of the three-year probationary period shall either be granted tenure or not be renewed, in accordance with the procedures of Article XIII, Renewals and Non-Renewals. If a decision not to grant tenure is made at the end of the third year and the faculty member is so notified by May 31, the contract for the fourth year shall be a terminal contract.

D. All present faculty members who hold tenure shall continue in that status.

E. The procedure for granting tenure shall be that a faculty committee shall review the qualifications of a candidate for tenure and recommend to the President the granting or denying of tenure. The President shall receive the recommendations of the faculty committee and grant tenure effective as of the beginning of the next academic term to those faculty members who have been favorably recommended therefore and whom he approves.

F. (1) A tenured faculty member may be terminated or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he shall give written notice, specifying the reasons, to the affected faculty member and Society and that faculty member shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in Article IV hereof,

Grievance Procedures; provided, however, that this procedure may commence at level three or below, within thirty (30) College calendar days of receipt of the written notice.

(2) A non-tenured faculty member may be terminated or otherwise disciplined prior to the expiration of his term appointment only for just cause. In the event the President believes such just cause exists, he shall give written notice to the affected faculty member and Society, specifying the reasons, and that faculty member shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in said Article IV.

G. Until the final decision on termination of a tenured faculty has been reached, that faculty member may be suspended (with pay) only if, in the opinion of the President, immediate harm to the faculty member or others is threatened by his remaining at the College. Anything herein to the contrary notwithstanding, if a final decision sustaining the termination is reached, the College shall have the right to terminate the faculty member forthwith. He shall nevertheless be paid to the end of the then current academic year, if such final decision is reached in the fall term; he shall be paid to the end of the following fall term, if such final decision is reached in the spring term. In no event shall he be paid for a period less than that required by Article XIII hereof, Renewals and Non-Renewals. Anything herein to the contrary notwithstanding, in the event the termination is for proven moral turpitude, all pay shall cease as of the date of the final decision.

H. A faculty member's tenure automatically shall terminate when he reaches age sixty-five (65) and, thereafter, he shall be deemed to hold a year-to-year contract, in accordance with the provisions of Article XXVIII hereof, Retirement.

I. (1) A probationary employee non-renewed during his first year shall be entitled to reasons only if he so requests.

(2) A probationary employee shall only be non-renewed for just cause during his second and succeeding probationary years. He shall be entitled to be given reasons and a full hearing if he so requests, however, he shall not have access to the grievance procedure.

Article XV

PROMOTIONS

A. Decision to promote a faculty member to a higher rank shall be made by the President. Each department or program shall recommend through its chairman those faculty members eligible for promotion to a faculty committee. The qualifications and criteria for promotion shall include factors such as the following:

(1) Effective teaching

(2) Fulfillment of professional responsibilities (meet and teach classes, maintain office hours, advisement, etc.)

(3) Professional activities

(4) Contribution to the College and participation in the college community

(5) Professional growth and maturity

(6) Fulfilling minimum rank criteria as indicated below:

Minimum Academic Rank Criteria

(1) Refers to teachers in the academic transfer and technology programs.

(2) Refers to teachers in the nursing program.

(3) Refers to teachers in the diploma program.

I. Professor

(1) Earned doctorate plus two years college teaching OR Masters Degree plus forty-five (45) credits beyond and seven (7) years teaching experience, five (5) of which must be at the college level, OR registered architect, registered engineer, or CPA plus ten (10) years additional business, industrial or teaching experience OR BS and fifteen (15) years of business or industrial experience in the field of teaching specialty.

(2) RN and Master's Degree or Master's equivalency plus five (5) years college teaching experience OR RN and Bachelor's Degree plus eight (8) years college teaching experience.

(3) An Associate Degree or its equivalent and thirteen (13) years of experience of which at least four (4) years must be business or industrial experience and at least seven (7) years of college teaching.

II. Associate Professor

(1) Master's Degree plus thirty (30) credits beyond and six (6) years teaching experience, of which three (3) must be at the college level OR doctoral candidate plus two (2) years of college teaching; OR registered architect, registered engineer, or CPA plus five (5) years additional industrial, business or teaching experience OR BS and ten (10) years of business or industrial experience in the field of teaching specialty.

(2) RN and Master's Degree or Master's equivalency plus three (3) years college teaching experience OR RN and BS plus four (4) years of nursing teaching experience, of which three (3) must be at college level.

(3) An Associate Degree or its equivalent and ten (10) years of experience, of which at least four (4) years must be business or industrial experience and at least four (4) years of college teaching.

III. Assistant Professor

(1) Master's Degree and two (2) years of teaching experience OR candidate for doctorate OR BS plus five (5) years of industrial or business experience, or three (3) years teaching experience in technical field of specialty.

(2) RN and BS plus two (2) years college teaching experience.

(3) An Associate Degree or its equivalent and eight (8) years experience, of which at least four (4) years must be business or industrial experience and at least two (2) years of college teaching.

IV. Instructor

(1) Master's Degree or approved equivalency, OR BS Degree plus two (2) years of business, industrial or teaching experience OR six (6) years on-the-job business or industrial experience in the field of teaching specialty (excluding apprentice programs).

(2) RN plus sixty (60) credits and one (1) year's graduate nursing experience.

(3) An Associate Degree or its equivalent and four (4) years of business, industrial or teaching experience.

B. Where circumstances warrant, combinations of the above requirements will be accepted or the above requirements may be waived at the discretion of the President.

C. Salary increments for promotion shall be as follows:

(1) For 1972-73

Instructor to Assistant Professor	$225
Assistant Professor to Associate Professor	$275
Associate Professor to Professor	$325

(2) For 1973-74

Instructor to Assistant Professor	$275
Assistant Professor to Associate Professor	$325
Associate Professor to Professor	$375

These increments are to be added to the faculty member's base salary for the academic year the promotion becomes effective.

Article XVI

LEAVES OF ABSENCE

A. Military Leave

Any person who is required to render ordered military duty or alternate service as approved by the Selective Service, shall be granted a leave of absence, without pay. Any faculty member who takes the usual two-week military service duty leave during the academic year shall be granted a leave with pay and shall receive, from the College, pay equivalent to the difference between military pay and his normal salary for the same period, where military pay is less. Faculty member must submit proof of military earnings during the period of absence. The College will conform to all government laws relating to military service duty.

B. Bereavement Leave

A faculty member shall be granted up to four (4) working days bereavement leave for the death of a parent, spouse, child, brother, or sister and up to two (2) working days for the death of a grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or any near relative who resides in the same household with the faculty member or any person with whom the faculty member has made his home. The actual days to be granted as aforesaid shall be such as will accommodate to the reasonable needs of the faculty member involved and it is expected that his classes and other responsiblities will be covered by his colleagues. Such leave shall not be deducted from sick leave.

C. Jury Duty

Jury duty shall be considered a public service. The College will pay faculty member the difference between his salary and the remuneration received as a juror. Faculty member must submit proof of the court-related earnings during this period of absence. The College shall have the right to request appropriate authorities to relieve such faculty member of jury duty or the court appearance in any manner permitted by law. The faculty member is expected to report for regular college duty when his attendance at court is not required for the aforementioned jury duty.

D. Sick Leave

Full-time faculty members other than those persons having a special term appointment will earn sick leave at the rate of ten (10) days per academic year. The unused portion may accumulate to a maximum of one hundred (100) days. The unit of computation for sick leave credit shall not be less than one-half (1/2) day. Charges against earned sick leave credits shall be made only when absences for illness occur on a scheduled academic work-day. Sick leave credits cannot be earned for periods of leave of absence without pay.

E. Sabbatical Leave

Sabbatical leave may be granted upon completion of five (5) satisfactory, full-time, uninterrupted years of service. Absence from the summer session or leave for professional employment will not interrupt years of service. A leave granted under the provisions of this section for a period of one (1) school year or for any less period shall be a bar to any further leave hereunder until he is credited with at least seven (7) years additional continuous service. Sabbatical leave may be granted to eligible faculty for one (1) or two (2) semesters for the purpose of restoration of health, study, travel or other purposes designated to improve the service of the faculty member to the College. All sabbatical leaves shall be approved by the Board. No leave of absence shall be granted unless the faculty member shall agree in writing to return to his employment with the College for a period of not less than one (1) year immediately following the expiration of such leave of absence.

Application for leave shall contain a definite statement of the purpose for the leave as stated above. These leaves may be granted for one (1) semester at full pay or two (2) semesters at one-half (1/2) pay. Application for sabbatical leave will be filed with the College through the President's office on or before January 1st for leaves scheduled to start the next academic year. The College will consider all applications submitted by eligible faculty. The College will not be bound to consider applications not meeting the filing dates. The merit of the applicants proposal will solely govern the College's decision. Eligible faculty members whose applications are not acted upon favorably may resubmit their application for future consideration.

A recipient of a sabbatical leave shall be required upon returning to the College to submit to the President duplicate copies of a written report of professional quality outlining his experiences and achievements in keeping with the purpose for which the leave was granted. When a leave is granted under this section, the absence shall not be construed as a break in service for any reason. Full-time faculty members granted such leaves for one-half (1/2) year may continue benefits by the College at no cost to the individual, or one-half (1/2) cost to the individual for one year. Payment to the College for the purchase of said benefits in behalf of the faculty member shall be made quarterly with the first payment due the College on the effective date of leave, or through payroll deduction. Leaves will be granted to no more than five (5) percent (with any resultant fraction dropped) of the faculty in the bargaining unit in any one (1) academic year.

F. Childbirth Leave

(1) A pregnant faculty member shall be granted childbirth leave.

(2) A pregnant faculty member shall submit written notification to a Department Chairman of the anticipated duration of the childbirth leave as soon as possible but no later than the third (3) month of pregnancy. Such leaves shall be granted for a period of time not to exceed six (6) months, provided however that in the case of teaching faculty members such leave shall be granted for such period of time so as to permit that teaching faculty member to return to work no later than the beginning of the second semester following that in which the pregnancy was terminated. The faculty member returning from childbirth leave shall notify the Dean of Instruction in writing thirty (30) days prior to the anticipated date of return to work.

(3) A pregnant faculty member shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position as certified by a physician.

(4) While a pregnant faculty member is on childbirth leave the duties of her position shall be performed either by the remaining faculty members or by a special term appointee, and the position kept vacant.

(5) Every faculty member shall have the right to return to the same position held before going on childbirth leave or to an equivalent position for which qualified.

(6) A faculty member's anniversary date shall be extended in the same manner as is done with respect to leave without pay.

(7) Upon return from childbirth leave the faculty member shall retain all seniority and pension rights that had accrued up to the time of leave, but these rights shall not accrue during the period of the leave.

(8) Faculty member shall be entitled to use accrued sick leave for the period unable to work for medical reasons as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused sick leave shall be carried over until return to the College. Faculty members shall not earn sick leave while on childbirth leave without pay.

G. Professional Leave

Faculty members shall, subject to the approval of the President or his designee, be granted professional leave with pay to attend professional conferences, participate in training courses and sessions that are related to their work and engage in other similar job-related activities.

H. Miscellaneous Leave Without Pay

Faculty members shall be granted leave without pay or benefit at the sole discretion of the President or his designee for any reason, for a period not to exceed two (2) years which may be extended at the discretion of the President or his designee, for up to an additional two (2) year period.

Article XVII

COLLEGE SCHEDULE

A. Academic Year - the Fall semester and Spring semester combined will be known as the academic year. The academic year shall be comprised of no more than thirty-two (32) weeks of instruction and examinations contained within the period from September 1 to May 31 inclusive. The year will begin three (3) working days before the first class of the Fall semester and terminate with Commencement.

B. The academic week of a faculty member shall not consist of more than five (5) working days.

C. Calendar Year - The Fall, Spring and Summer semesters combined will be known as the calendar year and shall be comprised of three (3) sixteen (16) week semesters.

D. Summer Session - The period from the close of the Spring semester to the last day of August will be a separate contract period for faculty on an Academic Year Contract and will be known as the Summer session.

Article XVIII

TEACHING LOAD

A. During the 1972-73 academic year, full-time faculty members standard teaching load shall not exceed thirty (30) credit hours per academic year and eighteen (18) hours per semester. During the 1973-74 academic year, full-time faculty members standard teaching load shall not exceed thirty (30) credit hours per academic year and fifteen (15) hours per semester.

B. Licensed practical nursing faculty who teach, provide laboratory, clinical and hospital experiences, and advise students shall not exceed thirty-five (35) contact hours per week.

C. Full-time faculty members shall not have more than twenty-five (25) contact hours per semester.

D. Any teaching load above the standard shall constitute overload.

Article XIX

LIBRARIANS

A. Librarians shall have full faculty rank with all rights, privileges and responsibilities pertaining thereto. For administrative purposes the professional librarians shall constitute a department.

B. Librarians in the performance of their assigned college duties as such shall be scheduled for no more than forty (40) hours per week.

C. A librarian's schedule shall be based on library needs as determined by the President or his designee in consultation with

members of the library faculty. If a librarian is scheduled to work on Saturday or Sunday compensating time off during the regular week shall be scheduled.

D. A librarian shall work a twelve (12) month contract (calendar year).

E. If authorized scheduled duties in the library exceed forty (40) hours a week or two (2) evenings in any one week, the librarian shall be compensated, at time-and-one-half (1 1/2) his/her regular hourly rate.

Article XX

COUNSELORS

A. Counselors shall have full faculty rank with all rights, privileges and responsibilities pertaining thereto. For administrative purposes the professional counselors shall continue as a part of the Division of Student Affairs.

B. Counselors in the performance of their assigned duties as such shall be scheduled for no more than forty (40) hours per week.

C. A counselor's schedule shall be based on counseling needs as determined by the President or his designee in consultation with members of the counselor faculty. If a counselor is scheduled to work on Saturday or Sunday compensating time off during the regular week shall be scheduled.

D. A counselor shall work a twelve (12) month contract (calendar year).

E. If authorized scheduled duties exceed forty (40) hours a week, the counselor shall be compensated, at time-and-one-half (1 1/2) his/her regular hourly rate.

Article XXI

SALARIES

The College agrees to pay across the board the sum of $150 for those faculty employed by the College other than their first year for 1971-72. Effective the academic year 1972-73, the College will pay across the board an increase of $750 to faculty members who are other than new employees. Effective the academic year 1973-74, the College will pay across the board increases of $900 to faculty members who are other than new employees.

Effective 1972-73 academic year, the following salary ranges shall be in effect:

	Academic year	Calendar year
Instructor	$ 7,500 - 9,900	$ 9,100 - 11,700
Asst. Professor	8,500 - 12,900	10,100 - 15,300
Assoc. Professor	9,500 - 14,900	11,300 - 17,700
Professor	10,500 - 16,900	12,500 - 20,100

Article XXII

OVERLOAD AND SUMMER ASSIGNMENTS

A. Full-time faculty members shall be given first priority in overload and summer school teaching assignments except where the College must employ persons with special qualifications. In this event, the College will notify the Society of the action it is taking.

B. Each faculty member assigned extra teaching duties to his regular load shall be paid at the rate of:

(a) $175 per credit for the 1972-73 academic year

(b) $200 per credit for the 1973-74 academic year.

However, such overload assignment shall not exceed one course for each faculty member per semester. Overload teaching assignments will be made on the basis of the following criteria:

1. The faculty member's academic qualifications for teaching this specific course and recent experience in the teaching of this specific course.
2. Of those qualified in 1. above according to:
   (a) Seniority (length of service)
   (b) Availability
   (c) Individual preference.
3. Of those qualified above a rotation system will be established. Separate rotation lists will be established for summer school and for overload.

C. Summer teaching assignments will be made on the rotation basis among the qualified full-time teachers at the department level.

(1) Criteria for determining an individual's summer term assignments will be made on the same basis as those referred to in paragraph B above.

(2) Each faculty member assigned a summer school teaching assignment shall be paid at the rate of:

(a) $260 per credit for 1972-73

(b) $285 per credit for 1973-74

D. No faculty member shall be required to accept an overload or summer school assignment. If the faculty member rejects an opportunity to teach an overload or summer school assignment, he shall drop to the bottom of the respective rotation list.

Article XXIII

TWELVE MONTH EMPLOYEES

A. Faculty members who are newly employed on a twelve (12) month (calendar year) contract basis shall receive twenty (20) percent more salary than he/she would have received for the same rank and experience under a nine (9) month (academic year) contract.

B. Faculty members employed on a twelve (12) month contract shall receive twenty (20) working days' vacation annually. Such vacation shall be noncumulative.

Article XXIV

ANNUAL SALARY NOTICES

A. Every full-time faculty member shall be entitled to an annual salary notice setting forth his academic rank, annual salary, and his employment status.

B. The College shall issue such notice by April 15th of each academic year pending ratification of the agreement between the College and the Society.

C. The faculty member shall indicate by May 1st of each academic year in writing to the College his acceptance or rejection of such notice on forms provided and distributed by the College. Time is of the essence for submission by the faculty member of such notice. Failure of receipt by the College of faculty member's written notice on or before May 1st of each academic year shall constitute voluntary termination.

Article XXV

FRINGE BENEFITS

A. Effective September 1, 1972, the College shall provide each full-time faculty member with Blue Cross/Blue Shield Plan "U" with family coverage. During the 1972-73 academic year the faculty and the College shall each pay 50 percent of the increase in cost from changing from Blue Cross/Blue Shield Plan "B" to Plan "U" with family coverage. Beginning the 1973-74 academic year the College shall pay the full cost of Blue Cross/Blue Shield Plan "U" with family coverage.

B. The College shall provide term life insurance equal to the contracted salary of each faculty member.

Article XXVI

TRAVEL EXPENSES

A. A faculty member who is authorized by the College to attend professional meetings or to carry out official College business which requires him to use his own personal vehicle shall be paid twelve (12) cents per mile.

B. The faculty member shall be reimbursed in full for the cost of meals up to ten dollars ($10.00) per day and lodging up to twenty-five dollars ($25.00) per day while attending professional meetings or away from campus transacting official College business.

C. Every reasonable effort will be made to process travel expense promptly.

D. Receipts for lodging, tolls, fees and transportation other than private auto shall be submitted with the claim for reimbursement.

Article XXVII

TUITION REIMBURSEMENT

A. The College will provide:

$8,500 for 1972-73

$9,650 for 1973-74

to be used as an allocation for tuition reimbursement for the faculty. The Society and the College will mutually agree upon the procedure for these funds.

B. All full-time faculty, their spouses, and dependent children will be permitted to take courses at the College without tuition charge with the prior approval of the President.

Article XXVIII

RETIREMENT

A. The College shall continue to pay the present retirement contribution and provide the faculty member with the retirement options contained in State law.

B. A faculty member who reaches age 65 shall no longer have tenure and shall be subject to be retired at the discretion of the President at the end of the then current academic year or any succeeding academic year.

Article XXIX

TRANSFERS

A. Faculty members who would like to be considered for transfer to other assignments in the bargaining unit may submit a notice to the Dean of Instruction setting forth the reasons for seeking a new position and the faculty members qualifications for the position sought. College will retain the right to place persons where, in the opinion of the Dean of Instruction, the best interests of College will be served.

Article XXX

RETRENCHMENT

A. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. If and when retrenchment is to occur, the College shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the required reduction of faculty.
2. When in the opinion of the College, retrenchment becomes necessary and it cannot be accomplished totally by attrition, Society and the affected faculty members shall be notified prior to implementation, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible:
   (a) part-time
   (b) full-time under special term appointments
   (c) full-time, regular

B. With respect to the application of Paragraph A-2 above, retrenchment shall be made in inverse order of length of service from the most recent date of employment at the College ("seniority"), provided the remaining faculty members have the necessary qualifications to teach the remaining courses or perform the remaining duties.

C. Before retrenching a faculty member, the College shall make a reasonable effort to place him in another suitable position within the College.

D. Anything herein to the contrary notwithstanding, consistent with such reasonable time constraints as the President shall determine, the affected faculty members shall be given the opportunity to reach voluntary agreement among themselves as to

the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

E. 1. The faculty members to be retrenched shall be given notice in accordance with Article XIII, hereof, Renewals and Non-renewals; viz:

(a) First-year faculty members - March 1

(b) Second-year faculty members - December 15

(c) Faculty members beyond the second year - September 15

A retrenchment shall not be considered a non-renewal and a faculty member so retrenched shall not be permitted to grieve that action as if it were a non-renewal. If a faculty member had been scheduled for a sabbatical leave, he shall not be deprived of his sabbatical leave because he is subject to being retrenched.

2. A retrenched faculty member shall be entitled to such unemployment compensation benefits as authorized by law.

F. A faculty member who is retrenched from the College shall be placed on a preferred rehiring list and shall retain all prior accrued rights up to the date placed on that list.

The least senior faculty member shall be the first name placed on the released list. He shall be retained on the preferred rehiring list for a period of two (2) years. Anything herein to the contrary notwithstanding, an employee on the preferred rehiring list shall not be entitled to any of the benefits provided by this agreement while on such list. No new faculty members will be hired to fill a vacancy at the College for which a retrenched faculty

member on the preferred rehiring list is qualified unless the vacancy first is offered in writing to last known address of all such faculty members on that list, for recall in reverse order of placement thereon, for a period of thirty (30) days. In the event a faculty member rejects in writing an offered position in accordance with the foregoing or in the event he does not respond in writing within the said thirty-day period, his name shall be passed over, but he shall remain on the preferred rehiring list for a total period of two (2) years. Part-time faculty members shall have recall rights only with respect to a part-time position, but shall be considered for full-time positions in accordance with Article IX hereof, Appointments.

G. In the event a faculty member is recalled in accordance with the provisions of Section F, above, he shall receive the same rank and salary which he had when he was retrenched. In addition, he shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with Commonwealth of Pennsylvania regulations. Furthermore, he shall not be considered a new employee for purposes of fringe benefits provided for faculty members covered by this agreement.

H. The Society shall, on or before November 1 of each year, be provided with a seniority list. All such lists shall reflect each faculty member's most recent date of appointment at the

College and within his current department. Positions on such lists shall be considered final unless a question is raised with respect thereto by an individual faculty member within a period of sixty (60) days from the date of delivery of the list to the Society.

Article XXXI

PAYROLL DEDUCTIONS

A. If authorized by a faculty member, by unrevoked written assignment on file with the College, the College will execute deductions from the faculty member's wages for the following in accordance with procedures established by the College:

(a) government bonds

(b) United Fund

(c) credit union

(d) tax sheltered annuities and mutual funds.

B. Check-off

1. The College agrees to deduct in semi-monthly installments the regular annual dues or service fees of the Society from the pay of those faculty who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Society to the College and the aggregate deductions from all faculty members shall be remitted monthly to the Society together with an itemized statement containing the names of the faculty members from whom the deductions have been made and the amount so deducted from each one. Each faculty member's written authorization shall be

irrevocable for the term of this agreement or any extension thereof or successor thereto, but may be revoked at the expiration thereof, provided such action is taken during a period which commences fifteen (15) days prior to the expiration date of this agreement.

2. If dues are deducted and remitted to the Society, the Society shall be solely responsible in the event anyone claims that the deduction and/or remission was improper.

Article XXXII

MAINTENANCE OF MEMBERSHIP

Maintenance of membership means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement.

Article XXXIII

MISCELLANEOUS CONDITIONS

Past Practices

A. Faculty benefits and working conditions now existing and not in conflict with this agreement shall remain in effect until any such benefit or working condition or any rule, regulation, practice or procedure relating thereto is changed in a manner authorized in accordance with the exercise of the rights reserved to the College under Article VIII hereof, Rights of the College. Present procedure as to scheduling classes and scheduling other

duties during the academic year shall be changed only to the extent and in such manner as such changes have been adopted in recent years.

Indemnity For Liability

B. The College shall hold a faculty member harmless of and from any and all claims, suits, orders or judgments arising as the result of any action taken as a faculty member in the ordinary course of employment except in the case of an intentional tort.

Work Related Disability

C. A faculty member who sustains a work-related injury, as a result of which he is disabled, shall receive a disability payment which shall be the difference between the monies to which he may be entitled under Workmen's Compensation, Social Security, or other applicable disability benefits and his full salary for a period of one (1) year or for the duration of his disability, whichever period is the shorter. Sick leave may be taken at the expiration of one (1) year to the extent of the faculty member's accumulation if the disability continues. Sick leave, however, shall not accrue during the period of the disability payment. No credit for tenure or for sabbatical leave shall be given for any academic term during which absences due to the disability constitute more than fifty percent (50%) thereof.

Office Space and Equipment

D. The College shall provide office space and equipment for

faculty including:

separate desk and file cabinet;

one (1) swivel chair;

one (1) chair for visitors; and

one (1) bookcase.

Notices

E. Any notices provided for in this agreement should be addressed as follows:

Notices to College:

Community College of Beaver County
Center Grange Road
Monaca, Pennsylvania 15061

Notices to Society:

Community College of Beaver County Society of the Faculty
Center Grange Road
Monaca, Pennsylvania 15061

Article XXXIV

NO STRIKE - NO LOCKOUT

A. During the current contract term, no member of the bargaining unit shall either individually or as part of concerted action, engage in a strike or picketing as those terms are used in Articles III, XI and XII of Act No. 195.

B. During the current contract term, the Society shall not cause, engage in, encourage, induce, coerce or condone a strike or picketing as those terms are used in Article III, XI, and XII of Act No. 195.

C. During the current contract term, the College shall not conduct or cause to be conducted a lock-out.

Article XXXV

SEPARABILITY

A. In the event that any provision of this agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the agreement shall continue in effect.

Article XXXVI

COMPLETE AGREEMENT

A. Protection of Pennsylvania Statutory Law

The parties have not included in their agreement those provisions of Pennsylvania Statutory Law, including the Pennsylvania School Code, which establish wages, hours, and other terms and conditions of employment and which, but for such statutory enactments, would be subjects of compulsory collective bargaining under the terms of Act No. 195. Although some matters provided for by statute are briefly referred to in this agreement, it is the intention of the parties to avoid incorporating statutory provisions as terms of the agreement. This exclusion does not detract from the continuing commitment of the parties to adhere to those provisions of Pennsylvania Statutory Law which govern the rights, duties and immunities of the parties and of the faculty members and which have not been repealed by Act No. 195.

Accordingly, when terms and conditions of employment of faculty members, or minimum standards, are mandated by statute, such terms, conditions and standards, though not part of this agreement, will be observed.

B. Meet and Discuss

The Community College of Beaver County is committed to the principle that the best education for students demands a genuine working relationship among the Board of Trustees, the administrative staff, and the faculty members. Since these groups have the same ultimate goal of providing the best possible educational opportunities for all pupils consistent with their needs and with community resources, relationships must be maintained which are based upon devotion to common aims, mutual respect, continuous and frank communication, and a thorough recognition by each of the contributions, problems, and responsibilities of the others.

Therefore, it is agreed that continuing provisions for meet and discuss relationships shall be established as provided for by Section 702 of Act No. 195.

Article XXXVII

TERM OF AGREEMENT

This agreement shall be effective from the first day of September, 1972, and shall remain in full force and effect up to and including August 31, 1974, and shall automatically renew itself from year to year thereafter. Negotiations shall begin no later than August 4, 1973, (180 days prior to February 1, 1974 budget submission date) for the 1974-75 fiscal year to modify or amend this agreement.

In witness whereof, the parties hereto have caused this agreement to be duly executed and sealed the 17 day of November, 1972.

COMMUNITY COLLEGE OF BEAVER COUNTY

By Richard W. McDowell
Member, Negotiating Team

By Donna Suranka
Member, Negotiating Team

COMMUNITY COLLEGE OF BEAVER COUNTY
SOCIETY OF THE FACULTY (PSEA/NEA)

By Peter J. Barr
Member, Negotiating Team

By [illegible]
Member, Negotiating Team

By William A. Byers
Member, Negotiating Team

Ratified by the Community College of Beaver County Society of the Faculty membership on August 31, 1972.

Ronald P. Volpe
President, Society of the Faculty
Community College of Beaver County

Ratified by the Community College of Beaver County Board of Trustees on September 6, 1972.

Edward T. Adams
President
Community College of Beaver County

Milton J. Egger
Chairman
Board of Trustees

Martin D. Mann
Secretary
Board of Trustees